

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TEAMSTERS LOCAL UNION NO. 727)	
HEALTH AND WELFARE FUND,)	
TEAMSTERS LOCAL UNION NO. 727)	
PENSION FUND and TEAMSTERS)	
LOCAL UNION NO. 727 LEGAL AND)	
EDUCATIONAL ASSISTANCE FUND,)	
)	
Plaintiffs,)	
v.)	No. 08C 3395
)	
TODD JARVIS, INDIVIDUALLY AND)	Judge Darrah
d/b/a JARVIS FUNERAL AND CREMA-)	
TION SERVICE,)	Mag. Judge Nolan
)	
Defendant.)	

MOTION FOR DEFAULT JUDGMENT

NOW COME the Plaintiffs and move this Honorable Court to enter a default judgment on behalf of the Plaintiffs and against Defendant on the grounds that the Defendant has failed to answer or otherwise defend the complaint of the Plaintiffs, a copy of which is attached as "Exhibit A." Defendant was served on June 19, 2008, as more fully stated on the Affidavit of Service, a copy of which is attached as Exhibit "B."

WHEREFORE, Plaintiffs request the following relief:

1. That default be entered against the Defendant herein, TODD JARVIS, INDIVIDUALLY AND d/b/a JARVIS FUNERAL AND CREMATION SERVICE, and that the complaint filed herein be taken as confessed.

2. That an order be entered forthwith against the Defendant and in favor of

Plaintiffs for production of books and records for the period October 15, 2004, through the present date.

2. That the Court reserves jurisdiction with respect to any supplemental proceedings to be instituted by the Plaintiffs to enforce the judgment entered herein.

3. For such other and further relief as the Court may deem just and proper, including reasonable attorney's fees and court costs which are sustained.

/s/ Robert B. Greenberg
Asher, Gittler, Greenfield & D'Alba, Ltd.
200 West Jackson Boulevard
Suite 1900
Chicago, Illinois 60606
(312) 263-1500
IL ARDC#: 01047558

Dated: July 10, 2008

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TEAMSTERS LOCAL UNION NO. 727
HEALTH AND WELFARE FUND,
TEAMSTERS LOCAL UNION NO. 727
PENSION FUND and TEAMSTERS
LOCAL UNION NO. 727 LEGAL AND
EDUCATIONAL ASSISTANCE FUND,

Plaintiffs,

v.

TODD JARVIS, INDIVIDUALLY AND
d/b/a JARVIS FUNERAL AND CREMA-
TION SERVICE,

Defendant.

FILED: JUNE 12, 2008

08CV3395

No. JUDGE DARRAH

MAGISTRATE JUDGE NOLAN

AEE

COMPLAINT

Plaintiffs, TEAMSTERS LOCAL UNION NO. 727 HEALTH AND WELFARE FUND, TEAMSTERS LOCAL UNION NO. 727 PENSION FUND and TEAMSTERS LOCAL UNION NO. 727 LEGAL AND EDUCATIONAL ASSISTANCE FUND, by and through their Attorney, Robert B. Greenberg, and complaining of Defendant, TODD JARVIS, INDIVIDUALLY AND d/b/a JARVIS FUNERAL AND CREMATION SERVICE, allege as follows:

1. This action is brought under the provisions of Sections 502(g)(2), (a)(3), and 515 of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §§ 1132(g)(2), (a)(3), and 1145.

2. Jurisdiction in this Court is based upon Sections 502(e)(1) and 502(e)(2) of ERISA, 29 U.S.C. §§ 1132(e)(1) and (e)(2). Section 502(e)(2) states in relevant part:

Where an action under this subchapter is brought in a district court of the United States, it may be brought in the district where the plan is administered, where the breach took place, or where a defendant resides or may be found, and process may be served in any other district where a defendant resides or may be found.

3. The TEAMSTERS LOCAL UNION NO. 727 HEALTH AND WELFARE FUND, TEAMSTERS LOCAL UNION NO. 727 PENSION FUND and TEAMSTERS LOCAL UNION NO. 727 LEGAL AND EDUCATIONAL ASSISTANCE FUND, ("Funds") receive contributions from numerous employers pursuant to collective bargaining agreements heretofore entered into between Teamsters Local Union No. 727 ("Union") and Defendant, and the Funds are maintained and administered in accordance with and pursuant to the provisions of Section 302(c)(5) of the National Labor Relations Act, as amended, ERISA and other applicable federal law and the Funds are administered pursuant to the terms and provisions of a certain Restated Agreement and Declaration of Trust ("Trust Agreement").

4. The Funds offices are located at 5940 West Montrose Avenue, Chicago, Illinois 60634, and the Funds are administered in the Northern District of Illinois.

5. As provided in the Trust Agreements, Plaintiffs are required to receive, hold and manage all monies required to be contributed to the Funds in accordance with the provisions of the then applicable Collective Bargaining Agreement for the uses and purposes set forth in the Trust Agreements.

6. Defendant is an employer engaged in an industry affecting commerce and maintains its principal place of business at 1237 Forest Road, LaGrange IL 60526.

7. Defendant employs or has employed persons represented for collective bargaining purposes by the Union and agreed to be bound by the Collective Bargaining Agreement or agreements referred to herein, by the terms of which Defendant was required to contribute to the Funds.

8. That from October 15, 2004, through the current date, Defendant has employed, and will continue in the future to employ, diverse number of individuals which are unknown to Plaintiffs but are known to Defendant on whose behalf Defendant has failed to report and remit contributions.

9. Plaintiffs are entitled to an accounting from Defendant, said accounting to state the number of individuals regularly employed by Defendant, including those regularly employed on a part-time basis, and the length of time all said individuals were employed by Defendant for the period October 15, 2004, through the current date.

10. Plaintiffs, in their behalf, and on behalf of all employees for whose benefit the Funds were established, have requested Defendant to submit its books and records for an audit as provided for in the Funds' Trust Agreement, which is incorporated into the Bargaining Agreement, but Defendant has refused and failed to perform as herein alleged.

11. Plaintiffs are without an adequate remedy at law and will suffer immediate, continuing and irreconcilable injury and damage unless Defendant is ordered to specifically perform all of its obligations required under the Collective Bargaining Agreement and the Trust Agreement, and is restrained from continuing to refuse to perform as thereunder required.

WHEREFORE, Plaintiffs pray:

- (a) That Defendant be compelled to account to Plaintiffs for contributions due as aforesaid and to pay to Plaintiffs any amount found due and owing in accordance with the applicable provisions of its Collective Bargaining Agreement.
- (b) That Plaintiffs be awarded their costs, including reasonable attorney's fees incurred in the prosecution of this action as provided in the Collective Bargaining Agreement and under the applicable provisions of ERISA, as amended.
- (c) That interest and/or liquidated damages be assessed against Defendant as provided in the Collective Bargaining Agreement and the applicable provisions of ERISA, as amended.

(d) For such other and further relief as the Court may determine just and proper.

/s/ Robert B. Greenberg
Asher, Gittler, Greenfield & D'Alba, Ltd.
200 West Jackson Boulevard
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Chicago, Illinois 60606
(312) 263-1500
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4/66

AO 440 (Rev. 05/00) Summons in a Civil Action

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

TEAMSTERS LOCAL UNION NO. 727
HEALTH AND WELFARE FUND,
TEAMSTERS LOCAL UNION NO. 727
PENSION FUND and TEAMSTERS
LOCAL UNION NO. 727 LEGAL AND
EDUCATIONAL ASSISTANCE FUND,

SUMMONS IN A CIVIL CASE

Plaintiffs,

CASE NUMBER: 08CV3395

v.

ASSIGNED JUDGE: JUDGE DARRAH

TODD JARVIS, INDIVIDUALLY AND
d/b/a JARVIS FUNERAL AND CREMA-
TION SERVICE,

DESIGNATED

MAGISTRATE JUDGE: MAGISTRATE JUDGE NOLAN

Defendant.

TO: (Name and address of Defendant)

TODD JARVIS, INDIVIDUALLY AND d/b/a JARVIS FUNERAL
AND CREMATION SERVICE
1237 Forest Road
LaGrange, IL 60526

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

ROBERT B. GREENBERG, ESQ.
ASHER, GITTLER, GREENFIELD & D'ALBA, LTD.
200 West Jackson Boulevard
Suite 1900
Chicago, Illinois 60606
(312) 263-1500

an answer to the complaint which is herewith served upon you, within 20 days after service of this
summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the
relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time
after service.

Michael W. Dobbins, Clerk

Amiya Ellis

(By) DEPUTY CLERK

June 12, 2008

Date



Exh. "B"

ClientCaseID: ROBERT
Law Firm ID: ASHER



CaseReturnDate: 7/16/08

Affidavit of Special Process Server

UNITED STATES DISTRICT COURT

Case Number **08CV3395**

I, **ERIC L. BEY**

FIRST DULY SWORN ON OATH STATES THAT I AM OVER 18 YEARS OF AGE AND NOT A PARTY TO THIS SUIT AND IS A REGISTERED EMPLOYEE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION PRIVATE DETECTIVE AGENCY #117-001292 STERN PROCESS & INVESTIGATION LLC 205 W. RANDOLPH ST. #1210 CHICAGO IL 60606

PERSONAL SERVICE

THAT I SERVED THE WITHIN **SUMMONS AND COMPLAINT**
ON THE WITHIN NAMED DEFENDANT **TODD JARVIS, IND. AND D/B/A JARVIS FUNERAL AND CREMATION**
BY LEAVING A COPY OF EACH WITH THE SAID DEFENDANT PERSONALLY **6/19/08**

That the sex, race and approximate age of the person whom I left the **SUMMONS AND COMPLAINT**
are as follow: Sex **MALE** Race **WHITE** Age **43**

Height **6'1"** Build **LARGE** Hair **BLONDE**

LOCATION OF SERVICE **1237 FOREST RD**
LAGRANGE, IL, 60526

Date Of Service **6/19/08**

Time of Service **10:15 AM**


ERIC L. BEY

6/20/2008

Special Process Server
P.E.R.C.#129-303704

Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statement are true and correct, except as to matters therein stated to be on information and belief and such matters the undersigned certifies as aforesaid that he/she verily believes same to be true.

